

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss.

PROBATE COURT

NO. 98D4536-DV1

Marlene Johansen

, Plaintiff

v.

Ralph Johansen

, Defendant

MODIFICATION JUDGMENT

This action came on hearing before the Court, at Cambridge

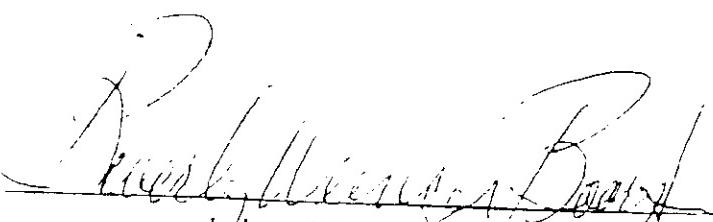
Beverly Weinger Boorstein, J. presiding, and the issues having been heard and findings having been duly rendered,

It is Ordered and Adjudged:

The Judgment of Divorce Nisi dated March 21, 2001 be so modified in accordance with the terms of an Agreement dated December 24, 2001 filed, incorporated and not merged in this Judgment but nevertheless shall survive and have independent legal significance, except for alimony issues which shall merge. The parties are ordered to comply with the terms thereof. In all other respects the Judgment dated March 21, 2001 remains in full force and effect.

DEC 24 2001

Date


Beverly Weinger Boorstein
Judge of Probate Court

COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT
PROBATE & FAMILY COURT

MIDDLESEX SS

DOCKET NO. 98D-4536-DV1.

7.

Marlene Johansen PLAINTIFF
Ralph Johansen DEFENDANT
 vs
 STIPULATION/AGREEMENT
 OF PARTIES

IT IS HEREBY AGREED/STIPULATED THAT THE FOLLOWING SHALL BE MADE AN ORDER OF JUDGEMENT OF THIS COURT

1. Marlene Johansen forthwith shall withdraw or request dismissal of her appeal of the Judgment Nisi of Divorce, Appeal Court No. 01-3-294, No 98 D-4536-DV1, in Middlesex Probate & Family Court. Neither party shall file any further appeals as to any aspect of the divorce judgment or this Agreement for Judgment dated December 24, 2001.
2. Ralph Johansen shall forthwith execute a quitclaim deed transferring all of his interest in the former marital home located in Shrewsbury to the wife. His attorney shall hold the deed in escrow pending notification from the appellate court that the appeal is dismissed, at which time she shall immediately turn over the deed to Marlene Johansen's attorney. She continues to be responsible for all expenses of the property except the equity line.
3. Ralph Johansen shall for their convenience, that said equity line is paid in full.

4. Commencing forthwith * Ralph Johansen shall commence paying Marlene Johansen the sum of \$400.00 per week as alimony, payable to her and deductible by him in their tax returns, payable until the earlier of the death of

PLAINTIFF

PLAINTIFF'S ATTORNEY

DATE

DEFENDANT

Phyllis Kolman

DEFENDANT'S ATTORNEY

DATE

Payment due Friday 12/28/01

(Continued from the other side)

either party or remarriage of Marlene Johnson.

5. Marlene Johnson hereby waives her claim to any portion of the Husband's retirement, including any claim to all income Ralph Johnson shall derive therefrom in future and/or accrued post-divorce, in

6. Ralph Johnson shall be solely responsible for payment of taxes, interest and penalties to the IRS and/or DCR due as a result of his non-filing of tax returns for the years set forth in the divorce judgment, Paragraph 8 and he shall hold harmless Marlene Johnson for any liability as a result of said returns.

7. This agreement supersedes Paragraphs 1 and 3, 4, 5, 6, and 7 and further eliminates Paragraph 9 and 10 since the marital home is being transferred to ~~the wife~~ Marlene Johnson, and Ralph Johnson retains all benefits relative to his retirement. Paragraph 20 of the Judgment Nisi is also ~~superseded~~ by this Agreement.

8. Except as set forth herein, the parties, except the Judgment Nisi of Divorce, dated March 21, 2001.

9. This Agreement shall be entered for Judgment on Marlene Johnson's Complaint for Contempt but Ralph Johnson shall not be adjudged in contempt.

10. Each party shall be solely responsible for his and her attorney's fees and neither shall seek payment from the other for said fees.

PLAINTIFF



PLAINTIFF'S ATTORNEY

Xicemba & G. L. C.

DATE

DEFENDANT



DEFENDANT'S ATTORNEY



WITNESS